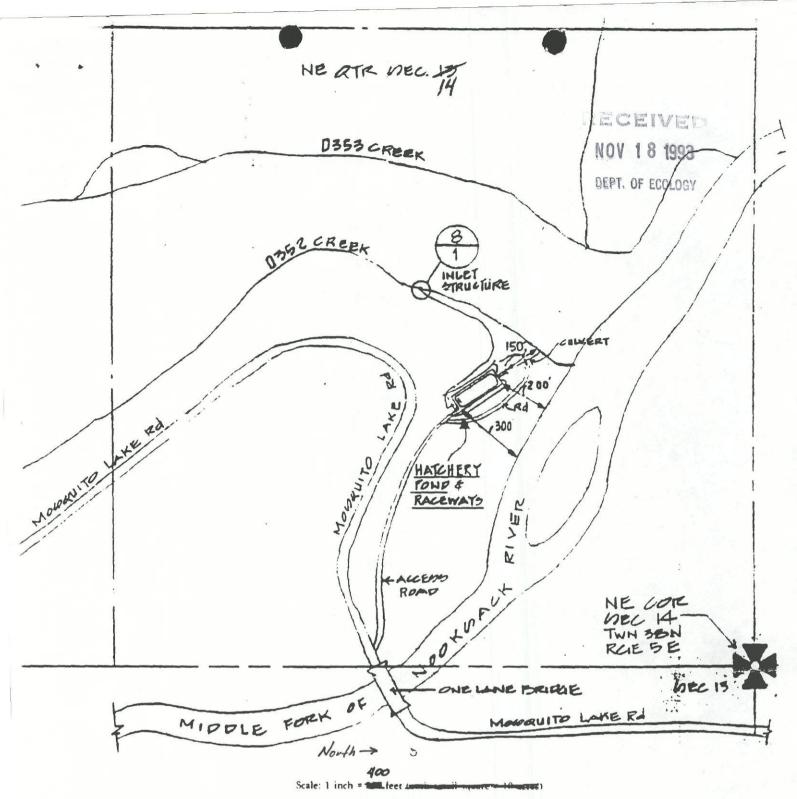
TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON I Department of this application as of Ecology, SEPA and find that SURFACE WATER GROUND WATER It is not an "action". GRAY BOXES FOR OFFICE USE ONLY) APPLICATION NO. SIGNATURE WATER GROUND WATER (GRAY BOXES FOR OFFICE USE ONLY) APPLICATION NO. SIGNATURE WATER OTHER STATE OF WASHINGTON GROUND WATER I GROUND WATER (GRAY BOXES FOR OFFICE USE ONLY) DEPT. OF ACCEPT. OTHER STATE OF WASHINGTON BUSINESS TEL 206-753
APPLICANT'S NAME — PLEASE PRINT AT STATE OF THE BUSINESS TEL. 206-753
APPLICANT'S NAME - PLEASE PRINT (En behalf of the Business Tel. 206-753)
Washington Department of Wildlife Department of Natural Resources Home TEL. (CITY) (STATE) HOME TEL. (ZIP COL
600 Capitol Way North Olympia Washington 98501-1
1. SOURCE OF SUPPLY IF SURFACE WATER SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE) Creek 0352 (Bear Creek) & Unnamed Spring TRIBUTARY SIZE AND DEPTH
Middle Fork Nooksack River
USE use to which water is to be applied (domestic supply, irrigation, mining, manufacturing, etc.) Fish Propagation
ENTER QUANTITY OF WATER REQUESTED USING UNITS OF: CUBIC FEET PER SECOND OR GALLONS PER MINUTE GPM ACRE FEET PER YEAR
TIMES DURING YEAR WATER WILL BE REQUIRED Year Round
IF IRRIGATION, NUMBER OF ACRES IF DOMESTIC USE, NUMBER OF UNITS BY TYPE, E.G. 1-HOME, i-MOBILE HOME, 2-CAMPSITES, ETC. IF MUNICIPAL USE, ESTIMATED POPULATION 20 YEARS FROM TODAY
DATE PROJECT WAS OR WILL BE STARTED DATE PROJECT WAS OR WILL BE COMPLETED LOCATION OF POINT OF DIVERSION/WITHDRAWAL
A IF IN PLATTED PROPERTY LOT BLOCK OF (GIVE NAME OF PLAT OR ADDITION) SECTION TOWN RANGE ALSO, PLEASE ENCLOSE A COPY OF THE PLATE MARK THE POINT(S) OF WITHDRAWAL OR DI
3. IF NOT IN PLATTED PROPERTY ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION. SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER.
ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL. See enclosed site plan LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) SECTION TOWNSHIP N. RANGE (E. OR W.) W.M. COUNTY
14 38 5E Whatcom
4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED. IF NOT, INSERT NAME & ADDRESS OF OWNER
Washington Department of Natural Resources LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED
ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.
See attached lease

RE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (IF	the state of the s
YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY	☐ YES 🗓 N
DESCRIPTION OF SYSTEM PROPOSED OF EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER	
A screened surface water intake structure will direc	
will flow by gravity through a 12 inch pipeline to t	he fish rearing pond.
	NOV 1 8 1993
	DEPT. OF ECOLOGY
MARKS	us foot
Impoundment volume in rearing pond is less than 2 acr	re feet.
Maximum water depth is less than eight feet.	
IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPOINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FOR TIONS, FROM THE DEPARTMENT OF ECOLOGY.	
SIGNATURES	1 2 5
Kana	ly Ellipan Dot of Wilson
Washington State	APPLICANT'S SIGNATURE
Washington State Department of Natural Resources LEGAL LANDOWNERS NAME (PLEASE PRINT)	liriam Hankery LEGAL LANDOWNER'S SIGNATURE
,	1014 OLYMPIA, WA 98504-7
FOR OFFICE USE ONLY	LEGAL LANDOWNER'S ADDRESS
FOR OFFICE USE ONLY	
STATE OF WASHINGTON SS.	
DEPARTMENT OF ECOLOGY	
This is to certify that I have examined this appl	lication together with the accompanying maps
and data, and am returning it for correction or completion as follows: .	
In order to retain its priority date, this applica	tion must be returned to the Department of
Ecology, with corrections, on or before	
Witness my hand thisday of	
	Department of Feology



Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source). For ground water applications, show by a circle (O) the locations of other wells or works within a quarter of a mile.

Indicate traveling directions from nearest town in space below.

From Bellingham, take the Mount Baker Highway No. 542 eastbound. Approximately 2-1/2 miles east of Highway 9, turn right off of 542 onto the Mosquito Lake Road. Approximately 6 miles south, Mosquito Lake Road crosses the Middle Fork of Nooksack River.

WOOKSak RIVER Whatcom Co. SECOCO BORDE STATE OF WASHINGTON RENOV 22 1991 DEPARTMENT OF NATURAL RESOURCES BRIAN J. BOYLE, Commissioner of Public Lands Olympia, Washington 98504 Application No. 60-069023

BY THIS LEASE by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the "State," and the STATE DEPARTMENT OF WILDLIFE, hereinafter called "Wildlife," the State grants to Wildlife the right to use the following described land, in Whatcom County, Washington, on the terms and conditions the following described land, in Whatcom County, Washington, on the terms and conditions stated herein: Part of N1/2NE1/4 Section 14, Township 38 North, Range 5 East, lying east of 352 Creek and southwest of the Middle Fork Nooksack River shown on the attached map marked Exhibit "B". SECTION 1 PROPERTY DESCRIPTION 1.01 <u>Description</u>. This lease shall include the following described lands shown in the attached Exhibits "A" are a part hereof. The area covered under this lease is approximately 2.0 acres, more or less. Maps showing the approximate location of the above leased lands are attached as Exhibit "B". SECTION 2 OCCUPANCY 2.01 <u>Term</u>. This lease shall commence on the 1st day of July, 1991, and continue to the 30th day of June, 2001. SECTION 3 USE OF PREMISES 3.01 Permitted Use. Wildlife shall have use of the premises for the management and operation of a fish rearing pond. SECTION 4 RENTAL 4.01 Amount. Wildlife shall pay to the State, at Olympia, Washington 98504, in advance, the required rental of \$100.00 for the period of July 1, 1991 to June 30, 1992, and \$100.00 annually thereafter, subject, however, to a rental adjustment negotiation not less than at five (5) year intervals. The first rental adjustment shall be July 1, 1996. SECTION 5 RESERVATIONS 5.01 Compliance. The State shall have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions contained herein. 5.02 Access. The State reserves the right to grant easements and other land uses on the premises to others when the easements or other land uses applied for will not unduly interfere with the use to which Wildlife is putting the premises, or interfere unduly with the approved plan of development for the premises. No easement or other land uses shall be granted to third parties until damages to Wildlife have been paid to Wildlife or a waiver signed by Wildlife. If agreement cannot be reached between Wildlife and the applicant for easement or other land uses wherein the applicant does not have the power of condemnation, the State shall ascertain the just compensation payable to Wildlife by the applicant. 5.03 Management. The State reserves to itself and its assigns the right of access to and across the premises for all purposes which includes but is not limited to the management, sale and removal of the forest or mineral resources and other valuable materials, provided any reduction in the production capacity of the land may be cause for a rental adjustment which shall be determined by the State. 5.04 Restrictions on Use. In connection with use of the premises Wildlife shall: (1) Conform to applicable laws and regulations of any public authority affecting the premises and the use made by Wildlife and correct at Wildlife's own expense any failure of compliance created through Wildlife's fault or by reason of Wildlife's use;

(2) Remove no State-owned valuable material including minerals, coal, petroleum and gas or cut no trees without prior written consent of the State; (3) Take all reasonable precautions to protect the area from fire and to make every reasonable effort to report and suppress such fires as may affect the area and further shall be subject to applicable fire laws affecting the premises; (4) Not use any electric fencer on the premises unless it has been approved by and has a seal of the Underwriters Laboratories. Electric fencer equipment containing the weed chopper feature will not be permitted; and Make a reasonable effort to prevent accumulation of debris or refuse on the If the State directs Wildlife by letter to clean up debris or refuse on this premises. land, Wildlife shall proceed to do so in a timely manner. Provided, further, in the event accumulation of debris or refuse occurs on the leased area which is not directly the cause of Wildlife's activity, the removal of such debris or refuse may be done as funds are available by both State and Wildlife in a cooperative effort. 5.05 Public Hunting and Fishing. These lands shall be open and available to the public for purposes of hunting and fishing unless closed to public entry because of fire hazard or unless the State gives prior written approval and the area is lawfully posted to prohibit hunting and fishing thereon in order to prevent damage to crops or other land cover, to improvements on the land, to livestock, to game, or to the general public, or closure is necessary to avoid undue interference with carrying forward a departmental or agency program. In the event any such lands are so posted, it shall be unlawful for any person to hunt or fish on any such posted lands. SECTION 6 REQUIREMENTS 6.01 <u>Duty</u>. Wildlife at its sole cost and expense, shall at all times keep or cause those improvements used by Wildlife, or from which Wildlife derives a benefit, (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear. 6.02 Condition of Premises and Liability. The premises have been inspected by Wildlife and are accepted in their present condition. Wildlife will protect, save and hold harmless the State, its authorized agents and employees, from all claims, costs, damages or expenses of any nature whatsoever arising out of or in connection with the use of the lease premises. Further Wildlife will be responsible for the payment of any fines or penalties charged against the premises as a result of Wildlife's action in not complying with the laws or regulations affecting the premises. 6.03 Assessments. Wildlife shall pay all the annual payments on all assessments that may be legally charged on public lands whether or not such assessments have been levied against the leasehold or the State by the assessing agency. 6.04 Default and Cancellation. If Wildlife violates or defaults any of the covenants and agreements contained herein, including obligation to pay rent, then the State as provided by statute may cancel all rights herein upon given thirty (30) days' prior notice of cancellation and such violation or default has not been corrected within such time. such cancellation the State shall have the right to re-enter said premises, and shall be entitled to recover all cost arising out of re-entry. In the event the State elects to cancel this lease, all improvements and crops located thereon shall become the property of the State. App. No. 60-069023 -2-

6.05 Assignment, Sub-lease and Corporate Control. This lease or any portion thereof or interest therein may not be assigned, mortgaged, sublet or otherwise transferred without the prior written consent of the State, which consent shall not be unreasonably withheld. The State reserves the right to determine whether the assignee has the financial resources and managerial ability to operate property of the type and character described in the lease and the approved plan of development in addition to other factors to determine whether such assignment is in the best interest of the State. With such consent the State reserves the right to impose conditions including, but not limited to, rental insurance or other security satisfactory to the State that will insure continued compliance with all covenants and conditions of this lease. Further, if the Lessee shall be a corporation or partnership and if at any time during the term of this lease any part or all of the corporate shares or partnership interests of the Lessee shall be transferred by sale, assignment, or other disposition so as to result in a change in the present control of the lease by the person or persons now owning a majority of the corporate shares or change in the holding of the partnership interests, the transfer shall be deemed as requiring an assignment. In the event the leasehold interest is transferred by bequest, inheritance, or otherwise by operation of law the exercise of such rights of the Lessee shall be subject to the approval by the State which will be given in the event the State determines that the State's interest is adequately protected. Further, in the event this lease or portions thereof is sublet, the sub-lease conditions shall include but not be limited to requiring the continuance or payment of monthly and/or annual payments, in the amount, when considering all sub-leases or areas remaining not sub-leased, necessary to insure payment of the annual lease payments required herein. All of the rights in favor of either party hereby created or reserved and all the covenants, obligations and restrictions set forth in this lease shall run with the lands and with each and every part or parcel thereof, and shall be binding upon all successors in interest of the Lessee and all sub-lessees and their successors in interest. SECTION 7 MISCELLANEOUS

- 7.01 <u>No Partnership</u>. The State is not a partner nor a joint venturer with Wildlife in connection with the business carried on under this lease and shall have no obligation with respect to Wildlife's debts or other liabilities.
- 7.02 <u>Non-Waiver</u>. Waiver by either party of strict performance of any provisions contained herein shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 7.03 <u>Notices</u>. Any notice required or permitted shall be given when actually delivered to the State Department of Natural Resources at Olympia, Washington or to the State Department of Wildlife at Olympia, Washington.
- 7.04 Noxious Weeds. Wildlife shall control noxious weeds as defined by the State, a Weed District or County Weed Control Board, to a standard required for other lands in the region of the State land as recommended by the local County Agent or the County Weed Control Board. Upon failure to take prompt action to control the weeds, the State or County Weed Supervisor or his authorized agent may enter upon the premises for control purposes. Any cost incurred by the State or Weed District for such control will be considered as damages and Wildlife shall be responsible for reimbursement of such damage plus 8 percent interest. Wildlife shall have the right to appeal and negotiate the damage charges. The State shall then establish the charge for damages and their decision shall be final.

Any application of pesticides or weedicides shall be done in accordance with the Washington Pesticide Act, Chapter 15.57 RCW or as amended and any other applicable laws, now in effect or hereafter put into effect.

7.05 Agricultural Lands. Wildlife shall conform with all United States Government cereal grain regulations now in effect or that may be put into effect, so as not to jeopardize payment of allotments on other State land, but allow the State to obtain any Federal payments related to cereal grain production. If Wildlife does not have a wheat history for the premises, wheat will not be grown. Wildlife further agrees to maintain their normal conserving acres. Wildlife further agrees not to exceed their feed grain base or their barley base unless a variance is granted by the State. If these terms are violated, the State reserves the right to cancel the lease, to collect damages, and/or to take such action as necessary to bring the crops on State lands within the allowances of the above-mentioned restrictions. SECTION 8 OPERATION OF PREMISES 8.01 Management. This land shall be managed in a husbandlike manner according to standards acceptable to the applicable grazing, agricultural or commercial industries. 8.02 Other Uses. Any use of the premises other than for the management and harvest of game and wildlife and/or for fishing access purposes must be agreed to by the State in writing. Such agreement may carry stipulations as to additional terms, conditions and/or rental adjustment. 8.03 Sanitation. Wildlife is permitted to place self-contained chemical outdoor sanitary facilities on the premises. Any other sanitary facilities placed on the premises must be approved by the State and meet or exceed the sanitary requirements of the local County Health Department. SECTION 9 IMPROVEMENTS 9.01 Authorized Improvements. Wildlife is authorized to make Wildlife fencing and water development improvements that are necessary to utilize the premises for the authorized use. Any improvements other than the above must have authorization of the State in writing previous to construction. 9.02 <u>Ownership of Improvements</u>. Unless modified in writing by the State, all improvements on the leased site that can't be removed by Wildlife shall remain on said site after termination or expiration of this lease, and thereupon become the property of the State. 9.03 Improvements Requiring Authorization by The State in Writing. (1) Buildings. Detailed plans for the construction of buildings on these lands must be submitted to the State and authorization for the construction must be obtained by Wildlife from the State prior to any construction. Roads. Roads and other transportation facilities shall be located and constructed in accordance with the provisions and specifications supplied by the State; and, except as otherwise specifically provided, shall remain on the State land and be the property of the State. The location and design of all such roads and facilities shall be approved by the Commissioner of Public Lands, or by such officer as he may designate, before construction work is started. (a) Maintenance -- At all times during the term of this lease Wildlife shall keep all roads constructed by Wildlife on this land open and in such state of repair as to permit normal operation of a pickup truck. Provided, however, with written consent of the State, Wildlife may close these roads to vehicular travel. On roads so closed, Wildlife shall construct and maintain water bars across such roads in such locations as designated by the State. Wildlife shall seed the road to grass or a grass and clover mixture at a rate per acre which will prevent soil erosion. App. No. 60-069023 -4-

- (b) Reservations -- The State shall have the right to use, without charge all roads constructed by Wildlife on these leased lands for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of State-owned land or the resources thereof and the State may extend such rights and privileges to others, provided such use by others shall be controlled so it will not, in the opinion of the Commissioner of Public Lands, interfere unduly with the use of the leased land or the roads by Wildlife. Provided, however, contractors using these roads for the removal of timber or other resources must, as the State directs, pay their proportional share of maintenance of those roads based on their use of them. This required payment shall not relieve any contractor from liability for repair or damage to said roads, including bridges and culverts, due to overloading trucks, carelessness or negligence on the part of the contractor, his employees, subcontractors and their employees.
- (c) Management Change Authorization -- A representative of Wildlife will meet with State's Regional Manager of the region in which this land is located at least once per year on a date set by mutual agreement. At this time Wildlife will request authorization for any changes in management such as, but not limited to, closure to hunting, road closures and construction, and livestock grazing.

If all or a portion of the lands covered by this lease are needed for other uses, or are not needed for game purposes, this document may be terminated or revised by mutual agreement of Wildlife and State provided any prior liabilities must be performed and any due rental must be paid.

In the event this management agreement is no longer to the public benefit, it may be terminated by the mutual consent of both Wildlife and State provided any prior liabilities must be performed and any due rental must be paid.

Wildlife expressly agrees to all covenants herein and binds itself for the payment of the rental hereinbefore specified.

Executed this 28^{th} day of $\sqrt{28^{th}}$ day of $\sqrt{28^{th}}$.

Signed this $28^{\frac{1}{10}}$ day of $\sqrt{3}$ day of $\sqrt{3}$.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By William J. Wallace, Region Manager

STATE OF WASHINGTON DEPARTMENT OF WILDLIFE

Jenene Fenton, Ass't Director

Land Resources Division

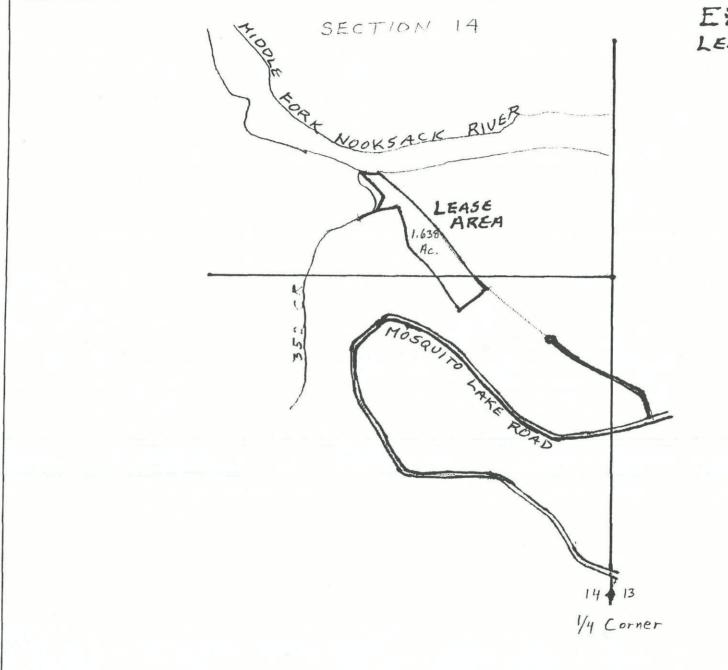
Dept. of Wildlife 600 Capitol Way N. Olympia, WA 98501

App. No. 60-069023

& Winday

EXHIBIT A

```
Commencing at the East Quarter Corner of Section 14, Township 37
North, Range 5 East, W.M.:
      thence N26°E 46.2 feet,
      thence N65°W 182.7 feet,
thence N30°W 200.0 feet,
thence N54°W 188.4 feet,
      thence N54°W 86.7 feet,
      thence N84°W 200.0 feet,
      thence N90°W 200.0 feet,
      thence N31°W 200.0 feet,
      thence N30°W 199.4 feet,
      thence NO2°W 198.8 feet,
      thence N49°E 199.0 feet,
thence S72°E 127.8 feet,
thence S56°E 199.4 feet,
      thence S44°E 198.9 feet,
      thence S42°E 198.8 feet,
      thence S63°E 140.7 feet,
      thence N90°E 138.6 feet,
thence N76°E 199.4 feet,
      thence N73°E
                      68.4 feet,
      thence N18°W 117.4 feet,
      thence N66°W 141.0 feet,
                      68.9 feet,
      thence N64°W thence N57°W
                       32.1 feet,
      thence N52°W 123.1 feet,
      thence N54°W 108.0 feet,
      thence N54°W 25.4 feet,
thence N54°W 17.4 feet,
thence N51°W 102.7 feet,
      thence N54°W
      thence N51°W 53.6 feet,
      thence N49°W 106.9 feet to the true point of beginning of the
lease area,
      thence N47°W 144.6 feet,
thence N36°W 79.5 feet,
      thence N36°W
      thence N37°W
                      80.1 feet,
      thence N38°W
                      75.8 feet,
      thence N44°W
                      49.6 feet,
      thence N48°W 118.1 feet,
thence N47°W 104.8 feet to the edge of the Middle Fork
Nooksack River,
      thence N88°W
                      79.0 feet to the mouth of 352 Creek,
      thence S52°E
                      61.6 feet,
      thence S39°E
                       74.5 feet to the pond outlet, 67.8 feet,
      thence S22°W
      thence S67°W 184.0 feet,
      thence S78°W
                      42.7 feet,
      thence S12°E
                        5.0 feet to the intake of the inlet pipe,
      thence S12°E
                     5.0 feet,
42.7 feet,
      thence N78°E
      thence N67°E 184.0 feet,
      thence N71°E 82.2 feet,
      thence S23°E 73.6 feet,
thence S10°E 102.7 feet,
      thence S43°E
                      82.3 feet,
      thence S41°E
                       98.1 feet,
      thence S33°E
                       77.2 feet,
      thence S36°E
                       97.4 feet to the Southwest corner of the pond,
      thence N47°E
                      96.6 feet,
68.2 feet to the true point of beginning,
      thence N54°E
comprising an area of 1.638 acres.
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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES BRIAN J. BOYLE, Commissioner of Public Lands

APPLICATION TO LEASE STATE LANDS (See Instructions on Reverse Side)

I. Washington Department of Wil	dlife , hereby apply to lease lands located in
2 acres in Whatcom Co	rth, Range 5 (East West), W.M., containing ounty.
	Applications from public agencies do not require ar made payable to the Department of Natural Resources.
I hereby offer \$ 100 cash per sxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	r year for the lease of said lands and kor % f 100 years.
Please answer all questions fully:	
e Mosquito Lake Road to a fish rearing po tached map. All construction will take pl stay out of the shorelines management zo	
3. List all improvements on the prop	erty showing location.
IMPROVEMENT	LOCATION
d to pond site and around pond; 0.25 to d, outlet raceway, outlet ditch, egg inc lding, predator fence and netting, and d derssee attached preliminary drawing o	ubation emand f rearing
d. Water supply line from 0352 creek to ring pond.	the
4. Acres in cultivation N/A Graz	rearing ing N/A Other uses X Specify use steelhead
5. Can the land be irrigated? No and condition of the water supply	Is there stock water on the land? No State source stream #0352 provides water supply for pond and incubator building
understand that untruthful or mislead application.	ue and complete to the best of my knowledge. I ing statements are cause for rejection of this
Dated at Clympla, Washing	gton this 8th day of Clottel, A.D. 1991.
FOR OFFICE USE ONLY	Sign here frence leachon
Amount received: \$	Applicant
Date Init	Address Department of Wildlife 600 Capitol Way North
App. No.	01ympia, WA 98501-1091
Grant:	Telephone No. 753-5700
	Name, Address and Telephone Number of Contact
	Person if different than above:
	Elsie Kuyper, Lands Agent Department of Wildlife
	16018 Mill Creek Boulevard
	Mill Creek, WA 98012 Phone: 774-0907
KES 10-2006 (1-84)	348-6509 Scan